

~~lease of the AM facilities and studio with one five (5) year option to renew, or an acceptable purchase option on same for BUYER, or else this Agreement shall become null, void and of no further effect.~~ *e-3* *9/23*

9.4 On the Closing Date, SELLER will have no contracts with any of its employees which cannot be terminated immediately at BUYER'S option; any money or vacation time due and owing at the Closing Date to any of SELLER'S employees who after the Closing Date will be employed by BUYER with respect to vacation, sick pay, or any other employee benefits shall be credited against the payment described in Section 5.2(i). SELLER shall provide a schedule of such amounts to BUYER at the Closing.

9.5 SELLER now has, and will continue to have between the date hereof and the Closing Date, adequate fire, casualty, liability, and theft insurance coverage with respect to all tangible assets to be transferred hereunder.

9.6 Subject to the provisions of Section 9.7 below, taxes and assessments of any kind or nature whatsoever encumbering the Business Assets have been or will have been paid by the Closing Date; no legal action is pending or threatened, to SELLER'S knowledge, which would in any way impair the ability of SELLER to perform this Agreement.

9.7 All property taxes for the current year shall be pro-rated. All other prepaid items including insurance, rents, license fees, etc., shall be pro-rated between the SELLER and BUYER on the Closing Date based upon the value of the unexpired terms and conditions of each prepaid item; provided, however, that BUYER may elect to secure its own insurance coverage rather than assume that of SELLER.

9.8 Except for the Contracts, and the Leases, SELLER has incurred no liability, made no contract, nor entered into any arrangements whatsoever

(Including any employee benefit plan) which would impose or result in any obligations upon BUYER after the Closing Date; nor shall SELLER incur any liability, or make any contract or arrangement between now and the Closing Date which would so obligate BUYER, other than those contracts for broadcast advertising entered into in the ordinary course of business.

9.9 Upon the Closing Date, BUYER will be vested absolutely with all of SELLER'S title to and interest in the Business Assets as defined in Paragraph 1.6 above and such Business Assets are all the assets necessary and appropriate to enable BUYER to continue the operation of the Radio Stations as they have heretofore been operated.

9.10 SELLER will obtain approval of the U.S. Bankruptcy Court within thirty (30) days from the date hereof, for the purpose of authorizing and approving the transactions contemplated by this Agreement and the Order so entered shall be furnished to BUYER within fifteen (15) days thereafter.

9.11 The balance sheet and income statements for the SELLER for the year ended December 31, 1989 and the monthly operating statements for each month subsequent thereto previously furnished to BUYER are true and correct and accurately present the results of operations for the periods indicated and the financial condition of the SELLER on the dates thereof; prior to Closing, SELLER shall continue to furnish monthly operating statements to BUYER by the twenty-fifth (25th) day of the month following each succeeding month and such statements shall similarly be true and correct.

9.12 All of the warranties of SELLER shall remain in full force and effect between the date hereof and the Closing Date and shall survive the Closing hereunder.

9.13 Each of the warranties hereunder by SELLER shall be deemed made by the SELLER and he shall hold BUYER harmless from all loss, liability or expense including legal fees, necessary travel and any other expense arising out of the breach of any representation or warranty made hereunder. Provided, however, that BUYER shall have no claim against SELLER on account of such warranties unless such claim arises within the later of one (1) year after the Closing Date or the payment in full by BUYER of all sums due SELLER hereunder.

9.14 Upon the breach of any representation or warranty by SELLER, BUYER shall give prompt written notice of such breach to SELLER. SELLER shall have a period of sixty (60) days after receipt of such notice to cure any such default, and during such sixty (60) day period SELLER shall have the exclusive right to deal with and to compromise or settle any claim asserted by any third party which constitutes the alleged breach. In the event SELLER is unable to cure such breach within such period, BUYER may, at its option, offset against amounts due SELLER hereunder for all loss, liability or expenses including legal fees, necessary travel and any other expense arising out of said breach, provided, however, that if BUYER is out-of-pocket as a result of the breach or default, SELLER shall reimburse BUYER for same within 72 hours after receipt of notice from BUYER.

10. Warranties of BUYER

BUYER represents and warrants, without reservation, which representations and warranties shall continue to and survive the Closing, as follows:

10.1 BUYER knows of no reason why he should not be qualified as a holder of the Licenses by the FCC.

10.2 BUYER believes he is financially qualified to purchase and operate the Radio Stations in accordance with the obligations set forth herein and the requirements of the FCC.

10.3 BUYER is duly organized and validly existing under the laws of the State of New Mexico, he has taken all actions necessary to authorize the execution and performance of this Agreement, and he has all requisite power and authority to execute and perform this Agreement.

10.4 BUYER agrees to hold SELLER harmless from all loss, liability or expense including legal fees, necessary travel and any other expense arising out of the breach of this Agreement or any warranty made hereunder.


11. Conditions Precedent to the Obligations of Buyer

All obligations of BUYER hereunder are subject, at BUYER'S option, to the fulfillment, prior to or at the Closing, of each of the following conditions, or else this Agreement shall become null, void, and of no further effect and Buyer shall be entitled to an immediate refund of the Earnest Money Deposit and all interest thereon:

11.1 Each and every representation and warranty of SELLER under this Agreement shall be true and accurate as of the date when made and shall be deemed to be made again at and as of the time of the Closing and shall then be true and accurate in all respects.

11.2 SELLER shall have performed and complied with each and every covenant, agreement and condition required by this Agreement to be performed or complied with by it prior to or at the Closing.

11.3 SELLER shall have delivered to BUYER a certificate executed by SELLER dated the date of the Closing, representing and warranting the fulfillment of the conditions set forth in Paragraphs 11.1 and 11.2.

11.4 SELLER shall have delivered to BUYER an opinion, in form and substance satisfactory to BUYER, dated the date of the Closing, of counsel for SELLER, or a similar judicial determination to the effect that (i) SELLER is duly organized, validly existing and in good standing under the laws of the State of Texas, (ii) SELLER has full power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, (iii) the transactions contemplated hereby are not subject to the provisions of any bulk sales or similar law; or the requirements of any such law has been satisfied  (iv) the execution and delivery by SELLER of this Agreement and the consummation by SELLER of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action of SELLER, (v) this Agreement is legally binding upon SELLER and enforceable in accordance with its terms, and (vi) the execution and delivery by SELLER of the instruments of sale, transfer and assignment of the Business Assets delivered by SELLER at the Closing have been duly and validly authorized by all necessary corporate action of SELLER and such instruments are legally binding upon SELLER and enforceable in accordance with their terms.

11.5 All statutory and other legal requirements for the valid consummation of the transactions contemplated by this Agreement shall have been fulfilled, and any and all necessary regulatory approvals, licenses and permits, including, without limitation, FCC approvals, shall have been obtained.

11.6 No suit or action, no investigation, inquiry or request for information by any administrative agency, governmental body or private party, and no legal or administrative proceeding, shall have been instituted or threatened which adversely affects title to the assets to be acquired by BUYER or which questions or reasonably appears to portend subsequent questioning of the validity or legality of this Agreement or the transactions contemplated by this Agreement.

11.7 BUYER shall have received such evidence, in form and substance satisfactory to BUYER, as it reasonably deems necessary to establish the fulfillment of the conditions set forth in this Paragraph, including, but not limited to, the fact that as of the Closing the interests of SELLER in the assets to be acquired by BUYER are as represented and warranted herein.

11.8 BUYER shall have, no later than five (5) working days after the execution of this Agreement, made application and taken such other steps as may be necessary to be taken by it to secure such final approval and permission of the FCC to all actions contemplated herein. SELLER and BUYER agree to cooperate with each other fully in securing such final approval and permission. SELLER and BUYER will bear their own expenses incurred in the preparation of this Agreement and in the preparation and prosecution of the applications to the FCC.

11.9 [RESERVED]

11.10 BUYER to Obtain Financing.

Within forty-five (45) days after the date of this Agreement, BUYER shall have received a written commitment from a lender selected by BUYER to finance the Purchase Price upon terms and conditions acceptable to BUYER, or this Agreement shall become null and void. BUYER will provide SELLER with a copy of said commitment within five (5) days of its receipt.

12. Conditions Precedent to the Obligations of Seller

All obligations of SELLER under Paragraphs 2,3 and 4 are subject, to the fulfillment, prior to or at the Closing, of each of the following conditions:

12.1 Each and every representation and warranty of BUYER under this Agreement shall be true and accurate as of the date when made and shall be deemed to be made again at and as of the time of the Closing and shall then be true and accurate in all respects.

12.2 BUYER shall have performed and complied with each and every covenant, agreement and condition required by this Agreement to be performed or complied with by it prior to or at the Closing.

12.3 BUYER shall have delivered to SELLER a certificate executed by BUYER dated the date of the Closing, representing and warranting the fulfillment of the conditions set forth in Paragraphs 12.1 and 12.2.

12.4 [RESERVED]

12.5 All statutory and other legal requirements for the valid consummation of the transactions contemplated by this Agreement shall have been fulfilled, and any and all necessary regulatory approvals, licenses and permits, including, without limitation, FCC approvals, shall have been obtained.

12.6 No suit or action, no investigation, inquiry or request for information by any administrative agency, governmental body or private party, and no legal or administrative proceeding, shall have been instituted or threatened which adversely affects title to the assets to be acquired by BUYER or which questions or reasonably appears to portend subsequent questioning of the validity or legality of this Agreement or the transactions contemplated by this Agreement.

### 13. The Effect of Failure of Conditions

If at the end of a six (6) month period from the execution of this Agreement transfer of the Licenses has not been approved by the FCC, SELLER or BUYER may terminate this Agreement. In the event of the failure of any of the conditions precedent to the obligations of either party hereunder, the other party may immediately terminate this Agreement. Any such termination shall be effected by giving notice in writing to the other party. Upon any such termination:

13.1 If the failure of such condition or conditions or lack of FCC approval was not the fault of either SELLER or BUYER hereunder, the Escrow Agent shall return to BUYER the Escrow Deposit together with the interest earned thereon and this Agreement shall terminate and be of no further force and effect;

13.2 If the failure of such condition or conditions or lack of FCC approval was the fault of BUYER hereunder, the Escrow Agent shall pay over to the SELLER the Escrow Deposit with interest which amount the parties agree represents the sole liquidated damages to be due SELLER, the exact amount of such damages not being ascertainable;

13.3 SELLER and BUYER specifically agree and recognize that the Business Assets to be transferred hereunder are unique, that an action for specific performance against SELLER shall lie in the event of the failure of SELLER to fulfill its obligations hereunder.

14. Operation of Radio Stations by SELLER Until Closing Date

Until the Closing Date:

14.1 SELLER shall maintain control and ownership of the Radio Stations;

14.2 SELLER will conduct its business in its usual manner in accordance with its past practices, and in good faith with due diligence will protect and keep the Radio Stations in good operating order and condition.

14.3 SELLER will timely file with FCC all documents required in connection with the Radio Stations' operation, including but not limited to license renewal applications, and maintain in proper order at the Radio Stations such documents as are required by the FCC or by good business practice to be kept at the Radio Stations.



14.4 BUYER shall have reasonable access during normal business hours to the books and records of the SELLER, shall receive no later than the twentieth (20th) day of the month following the end of each month monthly operating statement relating to operations of the Radio Stations and shall have the privilege of having an observer present on its behalf at the Radio Stations at anytime during broadcast hours.

14.5 SELLER agrees that between the date of this Agreement and the Closing Date, it will at its own cost and expense continue to operate the Radio Stations and maintain at a normal level of efficiency the equipment, supplies, and other property used in the operation of the Radio Stations. It is agreed that to the extent required in the normal course of routine operations of the Radio Stations, SELLER may use and consume all tangible property necessary to the normal and usual operations of the Radio Stations; but SELLER will continue to replenish the supplies and tangible property so consumed in accordance with its normal and usual practice.

14.6 SELLER further agrees that between the date of this Agreement and the Closing Date, it will not make any substantial changes in the method of operation of the Radio Stations, or the conduct of the business thereof, or collection of Accounts Receivable or the maintenance of cash deposit balances, which might adversely affect the reputation or financial condition of the Radio Stations, or be otherwise detrimental to the BUYER.

14.7 The operations of SELLER relating to the Radio Stations between the date of this Agreement and the Closing Date will be conducted only in accordance with the requirements of the Radio Stations' licenses, the rules and regulations of the FCC and in the normal and ordinary course of SELLER'S business, and no change will be made in such operations which could adversely affect the Radio Stations or the existing levels of revenue and expense.'

14.8 SELLER will not enter into, create, assume or suffer to exist any material obligation for borrowed money (other than those outstanding at the date of this Agreement) or any security agreement, lien, encumbrance, mortgage, deed of trust, pledge, conditional sale or other title retention agreement, easement, covenant, restriction or other burden upon any of the Business Assets, except for liens which will be released and discharged on or before the Closing Date.

14.9 SELLER will not sell, lease, abandon, assign, transfer, license or otherwise dispose of any of the Business Assets, except in the ordinary course of business, with written notice to BUYER.

14.10 SELLER will not enter into or assume or amend, change or modify any contract, agreement, arrangement, lease, license, commitment, instrument or obligation relating to or affecting in any way any of the Business Assets without prior written approval of BUYER, except in the normal course of SELLER's business.

14.11 SELLER will not default under, or become in breach of any term or provision of, or suffer or permit to exist any condition or event which, after notice or lapse of time or both, would constitute a breach of or default under, any of the Contracts, Leases or Licenses if such default or breach is such that any other party to any such Contracts, Leases or Licenses would have the right to terminate the same or would have any material claim for damages thereunder.

14.12 Subject to the provisions of Paragraph 14.5 above, all of the Business Assets will be kept and maintained in a normal state of repair and operating efficiency. SELLER will promptly notify BUYER of any material development, occurrence, event or condition which adversely affects or may adversely affect any of the Business Assets.

14.13 SELLER will continue to maintain in full force and effect all insurance policies now in effect or renewals thereof, and will not default with respect to any provision of, and will give all notices and present all claims under, all insurance policies in due and timely fashion.

14.14 SELLER will duly and timely file all reports required to be filed with governmental authorities, and will duly observe and conform to all laws, rules, regulations, ordinances, codes, orders, licenses and permits, relating to or affecting in any material way any of the Business Assets or applicable to the business of SELLER.

14.15 [RESERVED]

14.16 SELLER will, upon twenty-four (24) hours prior written notice, give to BUYER, and to BUYER'S counsel, accountants, engineers, and other representatives, full access during normal business hours throughout the period prior to the Closing to all of its offices, properties, books, contracts, commitments, records and affairs, as they relate to the Radio Stations and SELLER will, at BUYER'S expense, furnish or cause to be furnished to BUYER copies (certified, if requested) of all agreements and other documents, and will furnish or cause to be furnished all information concerning Business Assets, as BUYER may reasonably request.

14.17 SELLER will cooperate with BUYER in the making of such filings and the doing of such other acts as BUYER shall reasonably deem necessary or desirable in order to comply with any laws protecting creditors of any jurisdiction in connection with conveyance of the Business Assets to BUYER.

14.18 SELLER will use his best efforts to preserve for BUYER the good will of customers, suppliers and others having business relationships with SELLER in connection with the Business Assets.

14.19 SELLER will not commit any act or suffer any act to be done or condition to exist, which would result in (a) an inaccuracy in any representation or breach of any warranty of SELLER under this Agreement if such representation or warranty were deemed to be made again at the time of committing or suffering such act or condition or (b) any failure of SELLER duly to perform or observe any term, provision, covenant, agreement or condition set forth or provided for in this Agreement.

15. Risk of Loss

The risk of loss or damage to any of the assets of the Radio Stations to be transferred to BUYER hereunder shall be upon SELLER at all times prior to and including the Closing Date. In the event of such loss or damage, the proceeds of, or any claim for any loss payable under, any insurance policy with respect thereto shall go to the SELLER, and be used to repair, replace, or restore such lost or damaged assets. In the event such loss or damage prevents the broadcast transmission by the Radio Stations in the normal and usual manner, SELLER shall give prompt written notice thereof to BUYER. If SELLER cannot restore the facilities so that normal and usual transmission can be resumed within sixty (60) days, thereafter, BUYER shall have the option to terminate this Agreement in writing within five (5) days after notice of same without any further obligation hereunder, and the Earnest Money (including interest thereon) shall be returned to the BUYER. If said option is not exercised by BUYER and if SELLER cannot restore the facilities so that normal and usual transmission can be resumed before the Closing Date, the Closing Date shall be postponed, the exact date and time of such postponed closing to be designated by SELLER upon five (5) days' notice to BUYER. In the event the facilities cannot be restored within the effective period of the FCC's grant of approval, the parties shall join in an application or applications requesting

the FCC to extend the effective period of its grant for a period not to exceed forty-five (45) days. If the facilities have not been restored by the Closing Date or any postponement to a date within the effective period of the FCC's grant of approval, the BUYER shall have the option to terminate this Agreement without any further obligation hereunder for either party, and the Earnest Money shall be returned to BUYER.

16. Assignability

Neither SELLER or BUYER shall be entitled to assign their rights or obligations under this Agreement without the other party's written approval, which approval shall not be unreasonably withheld, and without prior FCC approval, provided, however that no written approval shall be required for BUYER to assign its rights hereunder to a corporation or limited partnership which is an affiliate or subsidiary of Buyer.

17. Notice

All notice required or permitted to be given by BUYER to SELLER shall be deemed sufficient if mailed by registered or certified mail, return receipt requested to SELLER at: BAKCOR BROADCASTING, INC., 3701 La Force Boulevard, Midland, Texas 79711 with a copy to David W. Copeland, Esq., 550 W. Texas Avenue, #2 First City Center, Suite 800, Midland, Texas, 79701, and a copy to Bill Whitley, Chapman Associates, 5495 Beltline, Suite 340, Dallas, Texas, 75240.

Any notice required or permitted to be given by SELLER to BUYER shall be deemed sufficient if mailed registered or certified mail, return receipt requested to BUYER at 2000 Randolph Road, SE, Suite 2000, Albuquerque, New Mexico, 87106 (Attn: William S. Sanders) with a copy to Ross B. Perkal, 1012 Lomas NW, Albuquerque, New Mexico, 87102.

**18. Broker's Commission**

BUYER and SELLER agree that it will be the sole responsibility of the SELLER to pay the brokerage commission due to Chapman Associates pursuant to the agreement between SELLER and said broker on account of this transaction, and SELLER shall hold BUYER harmless therefrom.

SELLER and BUYER represent and warrant to each other that they have not entered into any other agreement for the payment of any commission, finder's fee or similar compensation relating to this transaction.

**19. Miscellaneous**

Paragraph title or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

Wherever the singular number is used in this Agreement and when required by the context, the same shall include the plural; and the masculine gender shall include the feminine and neuter genders and the word "person" shall include corporations, firms, partnerships or other forms of associations.

This Agreement and all amendments thereto shall be governed by the laws of the State of Texas.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties; the foregoing, however, shall not be construed as authorizing any assignment of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement  
on this 30th day of April, 1990.

BUYER:

WILLIAM S. SANDERS



WILLIAM S. SANDERS

SELLER:

BAKCOR BROADCASTING, INC.



By

GEORGE BAKKE, President

EXHIBIT A

FORM - 100

RECEIVED



**EXHIBIT B**

**LEGAL DESCRIPTION**  
**OF**  
**STUDIO BUILDINGS**  
**AND**  
**TRANSMITTER SITES**

**STUDIO BUILDING & AM TRANSMITTER SITE**

**Tract 1**

Land situated in Lubbock County described as a portion of a 37.8 acre tract of land described as follows:

Beginning at the SW corner of the said 37.8 acres,

THENCE east along the South line of said 37.8 acre tract, a distance of 525 feet;

THENCE North parallel with the West line of said tract, a distance of 630 feet;

THENCE West 510 feet to a point 15 feet East of the West line of said 37.8 acre tract;

THENCE North parallel with the West line of said tract 37.8 acres and 15 feet East of the same to the middle of the main highway running from Lubbock, Texas to Lorenzo, Texas;

THENCE West 15 feet to the West line of said Tract;

THENCE South along the West line of said 37.8 acre tract to the point of beginning, being the Southwest corner of the said 37.8 acre tract and the Southwest corner of this tract;

And containing 7.5 acres, not considering the amount of acreage in the strip North of the main North line of said tract.

**EXHIBIT B (continued)**

Tract 2

A tract of land lying in Lubbock County, Texas described as:

Beginning at a point 2,614.1 feet west and 1,366.6 feet North of the Southeast corner of Section 3, Block E;

THENCE North 0° 15' 32" East 494 feet, and corner;

THENCE North 87° 36' 01" East 82 feet and corner;

THENCE South 17° 29' 22" East 232.1 feet and corner;

THENCE South 38° 51' 22" East 263.2 feet and corner;

THENCE South 69° 5' 38" West 266 feet to the point of beginning and containing 1 and 1/3 acre more or less

**FM TRANSMITTER SITE**

Northwest quarter of Section 6 Block E, Abstract 492 Certificate #3/363 G.  
C. & S. F. R.R. Co. Survey

EXHIBIT C

EXHIBIT C

Federal Communications Commission - KKK  
KX70

Broadcast Music, Inc.  
4811P  
8811P

EXHIBIT D

LEASES

LESSOR

Fenner Tube Leasing  
Lubbock, Texas

Iva Lee Barton  
Fort Worth, Tx 76124

KAMC-TV  
Lubbock, Tx

PROPERTY LEASED

Chrysler Lebaron

Office Building

Fm Transmitting Tower

## **REPRESENTATION AGREEMENT**

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### **EXHIBIT E**

### **CONTRACTS**

Banner Radio Sales, Inc.  
P O Box 1213 Dept 935  
Newark, NJ 07101-1213

Caballero Spanish Media, Inc.  
18 East 53rd Street  
New York, NY 10022

EXHIBIT F

ALLOCATION OF PURCHASE PRICE

|                                |          |
|--------------------------------|----------|
| Licenses                       | \$       |
| Equipment, Furniture, Fixtures | \$ _____ |
| TOTAL:                         | \$ ,     |

**Section I**

**GENERAL INFORMATION**

**Part II — Assignee**

1. Name of Assignee **William S. Sanders**

Street Address (or other identification)

City

**2000 Randolph Road, SE Albuquerque**

State

Zip Code

Telephone No.

(Include area code)

**NE**

**87106**

**(505) 242-5981**

2. Does the contract submitted in response to Question 5, Part I of Section I embody the full and complete agreement between the assignor and assignee? ☒ YES ☐ NO

If No, explain in Exhibit No. \_\_\_\_\_

**Section II**

**ASSIGNEE'S LEGAL QUALIFICATIONS**

1. Assignee is:

☒ an individual

☐ a general partnership

☐ a limited partnership

☐ a corporation

☐ other

2. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in Exhibit No. \_\_\_\_\_ the nature of the applicant.

**CITIZENSHIP AND OTHER STATUTORY REQUIREMENTS**

YES NO

3. (a) Is the applicant in compliance with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments? ☒ ☐

(b) Will any funds, credit, etc., for construction, purchase or operation of the station be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents? ☐ ☒

If Yes, provide particulars as Exhibit No. \_\_\_\_\_

- |   | YES                      | NO                                  |
|---|--------------------------|-------------------------------------|
| 4. (a) Has an adverse finding been made, adverse final action taken or consent decree approved by any court or administrative body as to the applicant or any party to the application in any civil or criminal proceeding brought under the provisions of any law related to the following: any felony, antitrust, unfair competition, fraud, unfair labor practices, or discrimination? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in 4.(a)?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to (a) or (b) above is Yes, attach as Exhibit No. \_\_\_\_\_, a full disclosure concerning the persons and matters involved, identifying the court or administrative body and the proceeding (by dates and file numbers), stating the facts upon which the proceeding was based or the nature of the offense committed, and disposition or current status of the matter. Information called for by this question which is already on file with the Commission need not be refiled provided: (1) the information is now on file in another application or FCC form filed by or on behalf of the assignee; (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filing date of the application or other form containing the information and the page or paragraph referred to; and (3) after making the reference, the assignee states, "No change since date of filing."



## ASSIGNEE'S LEGAL QUALIFICATIONS

TABLE I PARTIES TO APPLICATION

5. (a) Complete Table I with respect to the assignee. (Note: If the applicant considers that to furnish complete information would pose an unreasonable burden, it may request that the Commission waive the strict terms of this requirement).

**INSTRUCTIONS:** If applicant is an individual, fill out column (a) only. If applicant is a partnership, fill out columns (a), (b) and (d), state as to each general or limited partner (including silent partners) (a) name and residence, (b) nature of partnership interest (i.e., general or limited), and (d) percent of ownership interest. If applicant is a corporation or an unincorporated association with 50 or fewer stockholders, stock subscribers, holders of membership certificate or other ownership interest, fill out all columns, giving the information requested as to all officers, directors and members of governing board. In addition, give the information as to all persons or entities who are the beneficial or record owners of or have the right to vote capital stock, membership or owner interest or are subscribers to such interests. If the applicant has more than 50 stockholders, stock subscribers or holders of membership certificates or other ownership interests, furnish the information as to officers, directors, members of governing board, and all persons or entities who are the beneficial or record owners of or have the right to vote 1% or more of the capital stock, membership or owner interest except that if such entity is a bank, insurance company or investment company (as defined by 15 U.S.C. §80a-3) which does not invest for purposes of control, the stock, membership or owner interest need only be reported if 5% or more

Applicants are reminded that questions 5 through 7 of this Section must be completed as to all "parties to this application" as that term is defined in the instructions to Section II of this form.

| Name and Residence (Home)<br>Address(es)                                    | Nature of Partnership<br>Interest or Office Held | Director or<br>Member of<br>Governing<br>Board |    | % of:<br>Ownership (O) or<br>Partnership (P) or<br>Voting Stock (VS) or<br>Membership (M) |
|---|--|--|----|---|
|   |  | YES  | NO |   |
| (a)   | (b)  | (c)  |    | (d)   |
| Mr. William S. Sanders<br>2000 Randolph Road, S.E.<br>Albuquerque, NM 87106 |  |  |    |   |